

1897-056 Chancery Cause: H. C. T. Richmond vs. S. Bailey & Co
Lee Co.

Bailey, Shepperson, Yarbrough

CA-Debt
T-Property
Business

Additional Information:
- Lumber Company

To the Honorable W.T. Miller Judge of the Circuit Court of Lee County

Humbly complaining your Orator, H.C.T. Richmond will respectfully show to your Honor that S. Bailey and W.T. Shepperson partners doing business under the firm name of S. Bailey and Company are justly indebted to him in the sum of Five hundred and forty three dollars and seventeen cents, (\$543.17) with interest thereon from the 15th day of August 1896, till paid; that said S. Bailey and the said W.T. Shepperson are each non residents of the state of Virginia; that they have property, effects and estate belonging to them situated in Lee County Virginia, which is held and owned by them in their firm name of S. Bailey and Company; that they are removing or are about to remove said estate or a material part thereof from this state, so that process of execution ~~XXXXXXXX~~ on a judgement obtained ~~obtained~~ by the ordinary course of law would be unavailing. Your Orator will now show your Honor that said firm of S. Bailey & Co. are lumbermen, that they have for some time been cutting timber, manufacturing and selling lumber at the town of Ewing in Lee County, where they now have on their lumber yard some 100,000 feet of lumber which they are preparing to remove from this County and state; that they contracted this indebtedness to your Orator in and about their business as said lumbermen; that a part of this said indebtedness is for payments made by your Orator for said firm of S. Bailey & Co. for sawing said lumber, which payments were made by your Orator at the special instance and request of the said S. Bailey & Co. another part of it is for orders paid for said firm at the special instance and request of the same, to employees of the said S. Bailey & Co. that another part of it ^{is} for sums paid by your Orator on account of having said lumber sawed for said S. Bailey and Co. which said sums were retained in their hands by the said S. Bailey & Co. and which they expressly bound themselves to pay to your Orator; and the residue of said sum is for repairs made to a line of railroad, called "the Dummy line" which expenditures were made by your ^{orator} ~~respondent~~ and the said firm of S. Bailey & Co. under the express agreement that ~~ZZZZZZ~~ your Orator should first pay for said expenditures and repairs, and that then the said S. Bailey & Co. should repay them to your Orator, and your Orator avers that he did make said ~~pay~~

payments, amounting to about the sum of \$238.00, and that the said S. Bailey & Co have refused and still refuse to pay the same to your Orator. Your Orator will here show your honor that in reference to said expenditures on said "Dummy line" the same were to be paid out of the earnings of said line, and that the said S. Bailey & Co. expressly bound themselves to run said line or have it run and to repay ~~XXXXXXXX~~ to your Orator the expenditure thus made thereon and he here shows your Honor that in this particular they have wholly failed to comply with their solemn undertaking, that they have failed to run or have said "Dummy line" run and have failed to pay to your Orator the sums so expended by him. Now the object of this bill is to enforce the collections of said several sums of indebtedness amounting to the sum of \$543.17, as aforesaid and to attach the effects of said S. Bailey & Co situated in Lee County Virginia and subject the same to the payment of your Orators debts, they the said S. Bailey and W.T. Shepperson being non-residents of the state of Virginia, and being without adequate remedy at common law, he prays your Honor's Court of Chancery to take cognizance of his cause and grant him proper relief, to this end he makes S. Bailey and W.T. Shepperson partners trading under the firm name of S. Bailey & Co. the parties defendant to this bill and prays that they be required to answer the same, but they need not answer under oath as that is expressly waived, that their effects and estate situated in this county be attached and sold and the proceeds thereof applied to the payment of your Orators debt. And he prays for other and further relief both special and general as is suited to his case. May Spa. issue &c.

H. L. J. Richardson
Deorum ad

Pennington Bros
Bureau & Hyatt
Atty's

H. C. T. Richardson

vs $\frac{1}{2}$ Orig Bill

S. Bailey & Co

- 1896, 1st Oct rules bill filed spa
2d as to H. T. Sheperson & S. J.
+ O. P. for non resident
11 2nd S. J. Confd & Could for
O. P. to complete astro non
resident
11 1st Nov rules taken the
last monday in Oct
O. P. Complete & Cause set
for hearing

Nov Term 1896 Contd
March Term 1897 Decree final
See Chy order Book 4
Page 570

Plffs Costs recovered

Clerk	9.63
Tax	1.50
Sheriff	1.50
Printer	6.00
atty	15.00
N.P.	3.75
Mts	4.06

\$41.44

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The demurrer and answer of S. Bailey & Co. to a bill filed in this honorable Court against them by H.C.T. Richmond. The defendants say that the plaintiff's bill is not good and sufficient in law and of this they pray Judgment &c.

But if any other of the answer be deemed necessary, answering they say that some time prior to ~~JUNE~~ ^{Aug.} 15th 1896 the plaintiff sued out an attachment at law against you respondents as absconding debtors and non-residents, which attachment was tried in the county court of Lee County, Virginia, and a verdict and judgment rendered in favor of you respondents, in which they recovered their costs amounting to \$_____, which costs have not been paid but are still due you respondents. Immediately upon the trial of that issue, and its results being known, the plaintiff sued out his present action for the same causes no doubt that induced the first action. These respondents admit that they reside in the State of Pennsylvania; they also admit that their firm is correctly styled in the bill; and that they are lumbermen by occupation. All of these facts were well known to the plaintiff at the time of and before he had any dealings with them. They had at established business at Ewing, near the plaintiff's, where they carried on their business of manufacturing lumber and shipping it to different States and cities of the Union for market. They deny that they were closing out their business or contemplating the abandonment of their work at Ewing, but upon the contrary were in good faith pursuing it in the manner in their judgment best suited to their interest, and it was the plaintiff's action, together with others, instigated and advised by him, that interfered with and for a time has put a stop to their operations. So much by way of explanation.

These respondents admit that they employed J.D. Yabrough who operated a saw-mill to saw and cut their logs into boards, for which they were to pay him \$2.65 per one thousand feet; that they employed a dumpy line railway there situated, to haul their logs from the woods to the mills at \$1.35 per one thousand feet. For this amount

they held themselves liable and agreed to pay the same to M. Richmond in this way, \$2.00 of the saw bill per thousand was to be paid on estimates from time to time as the work was done, to be paid on the 15th of each month succeeding such work, sixty five cents, was to be paid on final measurement and returns from sales, all of which had been fully paid as they same fell due under the contract and that was due at the time of suing out the attachments at law. There was an amount of \$125.00 that fell due on Aug. 15th (after said attachment was sued out) which but for said attachments would have been promptly paid on the 15th of Aug. according to contract. By agreement between the parties since this litigation was begun there was some shipments made in December 1896, the retainer for which would be \$16.05, properly payable on the 15th of January 1897. These two items are the only amounts remaining unpaid of the dunny line and saw bills for which these respondents are or ever were liable to the plaintiff or anyone else. These respondents deny, therefore that they owe the plaintiff any sums whatever other than these two items, and they offered to pay the \$125.00 immediately upon the termination of the trial at law, the other is matter of agreement and has nothing to do with this suit. They deny positively that they were to run or have run and operated the said dunny line, or that they were to pay any repairs for the same, over and above the \$1.35 per thousand for logs actually hauled by it. They deny equally positively that they were to pay the plaintiff or anyone else any sums for the operation of said saw-mill over and above the \$2.65 per one thousand feet actually sawed by it. Any other sums paid by the plaintiff on account of said dunny line or said saw mill are gratuitous upon his part and at his own risk, so far as these defendants are concerned. They deny that they ever authorized him to pay the orders given by J.D. Yarbrough or the dunny line or any one else on account of said work. They had nothing to do with the conduct of that business. They simply agreed to pay the amounts above stated, no more.

Respondents see filed with the plaintiff's case an itemized statement against them by the plaintiff of \$95.45, the correctness

of which they see is admitted by G.W.Saulsbury, Esq., one of their Attorneys, except the item of \$24.50, which last item your respondents understand had been paid by J.D.Yarbrough. Your respondents' admission was simply that if held correct by Mr.Yarbrough they had in their hands the above named sum of \$125.99 which could be paid on this or any other amount that Mr.Yarbrough might direct. They do not admit that before these orders were given they agreed to pay them, nor do they now admit that they are correct any further than as as verified by the said Yarbrough.

In Feby.1896 these respondents, having before that time conducted their business by making certain advancements not here necessary to be detailed, concluded to make some change in their business affairs, and at that time they entered into an agreement to pay the saw mill and dunny line as before detailed. And at that time they notified the plaintiff that they would hold and pay to him the amounts above stated of \$1.35 per thousand to the dunny line and \$2.65 to the saw-mill as above detailed, and they notified him positively that they would make no advancements for work done after that time or pay any sums above the amounts stated, and they aver that they have paid these sums, the monthly payments as they fell due and the retain on shipments as returns were sent in for all and each of which they have the plaintiff's receipts up to and including July 15th 1896, all that was due before the suing out of said attachment at law. They deny therefore that they are liable to the plaintiff for any sum or sums other than those herein admitted.

They deny each and every allegation not herein specifically denied or admitted. And having now fully answered they pray to be hence dismissed with their costs &c.

G. W. Saulsbury
and Prichard & Bunde.

15. P+S.

S. Bailey & Co

Acts & Successes

H. C. T. Richmond

~~1896 1st Oct rule bill filed~~
~~Spa 2d & 3d Oct 10. P for~~
~~not resident deft~~
11 2 Oct

11 2 Oct

H.C.T.Richmond

vs.

S.P.Bailey & Co.

This cause came on again this day to be further heard upon the papers heretofore read in said cause and the deposition of J.D.Yarbrough filed November 1897, and was argued by counsel. On consideration whereof and it appearing to the Court that there has been shipped by said S. Bailey & Co. 103,839 feet of lumber for which they are due to the said plaintiff 65 cents per thousand feet; it is therefore judged ordered and decreed that H.C.T.Richmond recover of S.Bailey and W.T.Shepherdson partners doing business under the firm name of S.Bailey & Co. \$ 61.37 with interest thereon from the 15th day of May 1897 till paid and any additional costs which may have accrued in this cause since the last decree was rendered, to be taxed by the Clerk and the plaintiff may have execution for the same and this cause is stricken from the docket.

H. L. T. Richmond

Ms-3 Dear

J. Bailey Esq

Em. C. O. B. No. 6 p. 32.

Enter this name

W. J. M.

Nov. 5th, 1897

H. C. T. Richmond, Complt.

vs.

S. Bailey & Co Defs.

} In Chancery.

This cause came on this day to be heard upon the bill of the complainant, and exhibits filed therewith, the answer of the defendants filed therein by leave of the court and replication thereto, the deposition of witnesses filed therein by both complainant and defendants and exhibits with depositions and was argued by counsel: On consideration of all which and for reasons appearing to the Court, it is adjudged, ordered and decreed that said H. C. T. Richmond recover from said defendants the sum of \$212.99 with legal interest on \$196.94, a part thereof from August, 15th 1896 till paid and with interest on \$16.05 the residue thereof from Sept. 15th 1896 till paid and his costs in this suit; and the Sheriff of this county will at once take possession of a sufficient amount of the property and effects of said defendants heretofore attached on in this cause to pay said recovery and costs; and it is further adjudged, ordered and decreed, that said Richmond is not entitled to re-

cover the item of \$34.04, known as also retain and
that if said sum of money, interest
thereon and costs of this suit be not
paid within 30 days from this date,
then the Sheriff of this County, will,
after advertising the time, terms and
place of sale for 30 days by written
or printed notices posted in three
public places in this County, one of
which shall be at or about Tewing,
post-office in this County, at Tewing
depot, offer for sale at public
auction to the highest bidder for
cash in hand enough of the property
and effects of said defendants
herein attached on, to pay said
sum of money, its interest the
complainant's costs in this suit and
commissions of sale, and when he
has done so, he will report his action
to the Court. But be it understood
that the Court doth not determine
or adjudge the rights of the parties
in this cause as to future shipments
or shipments made during the pendency
of this suit of lumber sawed by J. D.
Yarbraugh ^{after Feb 25th 1896} and on which ~~there~~ retain
has not been paid by said defendants to
said complainant. And this cause is
continued.

Pesbo Costa

C	7.32
For	1.80
Printer	6.00
Shff	1.00
atty	15.00
M.P.	3.75
wito	4.06

\$38.63

this is approximately
correct but cannot say
that it is entirely correct
for I have not had time
to thoroughly go through
the & will not have for
several days
A.B.M.

H. L. P. Richmond

vs. } Scene No. 1

S. Bailey & Co

Ex. C.O.B. p. 570.

Enter this
March, 10th 1897.
N. Z. M.

The deposition of J.B. Richmond
and others Taken pursuant
to agreement at the Office of Pennington
Bro in the Town of Jonesville on the
8th day of March 1897 which deposition
is intended to be read as evidence
in the Chancery case of H.C.T. Rich-
mond against J. Buckley & Co on
behalf of the Plaintiff.

Present the Plff & his attorney

The Sift W.T. Shepperson and
R.A. Saulsbury one of his Atty's

1. Do you the parties to this suit?

Ans. I know the Plaintiff and W.T. Shepper-
son are of said Defendants.

2. Did you in July 1896. at your father's
store near Ewing Virginia ^{hear a conversation} between
your father and W.T. Shepperson in
reference to what is called the "old
ritain", if so please ^{state} what was said
and who was present.

Ans. I did hear a conversation at my father's
H.C.T. Richmond's store in July 1896. be-
tween Mr Shepperson and my father. My
father asked Mr Shepperson what had be-
come of the old ritain. Mr Shepperson
replied 'I will be frank with you the
old ritain will never come back here
And my father asked him if it was not

the contract that I should come back and he answered that it was, but that it would never come. my father answered we will see or words of that kind. Mr Shep-son Mr Yorbrough my father and myself were present.

X 4

1 What is the old?

Ans

I do not know.

with claim
1 day .50
32 miles 128
\$1.78

And further this deponent says not

J. W. Richmond
J. L. Yarbrough introduced
by complainant.

(1) State of Richmond, S. Bailey & Co
and Yarbrough & McRob did
not have a contract in 1895
in which said Richmond was
to have the full earnings of
the mill under that
contract; and what became
of this contract.

Ans.

About Oct., 15th 1895, Mr. Rich-
mond taken myself & H. F. Shep-
erson on the back porch of
his store, and asked me if I
would not agree for Mr
Shep-erson to turn over to
him on pay day of the full

earnings of the mill. I agreed
 to that and Mr. Shipman
 agreed that he was willing to
 do any thing to help the
 business along, and he would
 pay Mr. Richmond all that
 was due us on pay days.
 This seemed to be satisfactory,
 and was all that was said
 about it at that time. This
 contract so made ceased in
 Feb., 1896. When this contract
 ceased there was on the yard
 about 9000 feet on which
 the retain would be due
 when shipped.

The defendants J. Bailey & Co
 object to the deposition of J. E.
 Forbrough above taken because
 his deposition has been previously
 taken in this case.

G. W. Faulstich
 for J. Bailey & Co.

and further this deposition is
 without merit.

J. E. Forbrough

26th claim
 1 day .50¢
 32 miles 1.28
 1.78

H. C. T. Richmond another witness
being duly sworn deposes & says.

1. What relation do you bear to this case?

Ans. I am the Plaintiff.

2. Why do you claim that S Bailey & Co
are indebted to you, in the sum of \$34.⁰⁰
for what is called the "Old retain" State
all about it?

Ans. In the fall of 1895, Yorbrough. W. T.
Shepperson and myself entered into
an agreement, that I was to have the
full earnings of the mill, and to pay
off Yorbrough's orders for mill service.
This arrangement was carried out
so far as I know, till the February
pay day 1896. The mill shut down
as I remember sometime in January
1896. After receiving the January
earnings at the February pay day, the
Mill Company owed me over \$300.⁰⁰
There was a considerable amount
of lumber then stacked on the yard
the retain, of 65 cents per thousand
would be due me when the lumber
was shipped, in the latter part
of February 1896. The new arrangement
spoken of, was made between H. T. Shep-
persen representing S Bailey & Co

J. D. Gorbrough & myself. By this
 new arrangement the full earnings
 of the mill was to be paid to me
 I, to pay the orders of the mill less, only
 so far as the earnings of the mill would
 go. We had a very successful run for
 March, the first month under the
 new arrangement. At the April pay
 day, when the statements for March
 were presented, there appeared on
 that statement, as shipped, of the
 old stock 52000 feet, which was left
 blank as to price and amount. Mr
 Gorbrough Mr Shepesson, Mr Welch
 the bookkeeper of S Boyley & Co and
 myself were in my Post Office
 Mr Gorbrough raised the question
 as to why they had not brought the
 amount of the "Old claim" I do not
 remember what Mr Shepesson or
 Mr Welch said. Mr Welch said it
 would be much easier for him and
 not complicate matters, for to let the
 "Old claim" come along in the same
 month with the new business, that
 was agreed to, by all of us. Mr Gorbrough
 and Mr Welch did the talking, Mr Welch
 said when he returned to Middleboro
 he would send a check for the amount to me

At the May pay day I do not remember what was said, if anything, about it at the June pay day, as I remember Mr Welsh was either sick or had gone North to spend a few days on account of his health, at the July pay day I said to Mr Shepperson, I want the money on that "old retain". Mr Shepperson said I will be frank to say it will never come to you, I said, "Mr Shepperson, was it not the contract that it was to come to me" he says "it was but it will never come", I said It never has come.

3 In reference, to the balance of your account, mentioned in your bill how much if anything has been paid to you or settled ^{since the institution of this suit} and how much is still due you?

Ans Mr Gortough has paid me the item of \$24⁰⁰. The Strub Railway Co has agreed to pay me the amount due on account of the Dummy line, which is \$238⁰⁰. The balance is still due me. In my account, I claim, \$191⁰⁰ for retain, a part of the lumber on which this retain is due has not been shipped. The retain due me

on that part already specified amounts to something over \$140.00 as shown by the statements of S Bailey & Co filed by W. T. Shepferdson with his deposition.

4 You have filed some orders with your account, are the amount of said orders due you, and do said orders have anything to do with the mill, if not what are they for?

Ans The orders are due me, they have nothing to do with the mill but are for loading lumber for S Bailey & Co

X examined by L. W. Saulsbury
1st In speaking of the Mill Co, owing you \$300⁰⁰ in answer to question 2 of your direct examination, who do you mean by the Mill Co.

Ans. I meant the old Co, Fisher & McHabb,
Qnd Then you are not claiming that sum of the debt.

Ans I am not the amount of the

~~3rd What did that~~

retain on lumber then on the yard at the commencement of the New deal in Feb'y 96, but I agreed it might come in the new business

3rd What did the old Co, owe S Bailey & Co in Feb'y 1896.

Ans,

I don't know exactly, but my recollection about ~~\$360~~^{or} \$460

4th Then as I understand you what you claim to be due at this time is \$140⁰⁰ \$70⁰⁰ & \$34⁰⁰ or that sum with the odd Cents that may be to each of said sums which would make a total of about \$245⁰⁰ is that correct.

Ans,

No Sir you owe me \$190 on Mill orders and \$70⁰⁰ & some Cents on orders by S. Bailey & Co.

5th You now say that S. Bailey & Co. owe you \$191 dollars on Mill orders, where are those orders?

Ans. Those orders are at home

6th Will you please file the said orders as a part of your deposition marked 1, 2, 3 &c &c

I do not file those orders because the entire earnings of the Mill is to be paid to me the Retain due on all shipments since 1st day July as well as the \$3400 Retain on old lumber shipped in March is due me under the Contract,

7th Are you to be the judge of whether you are to file said orders or not?

Ans.

There is nothing in my contract requiring me to file orders -

8th

At the time you filed your suit against S. Bailey & Co in the County Court July 1846, how much was then due you from said S. Bailey & Co objected to by because irredeemable & immaterial

Ans.

Duncan & Hyatt,

Ans.

Thirty-four dollars on old retains then due & \$70⁰⁰ & some cents of S. Bailey & Co's orders, the amount of retain to be shipped in July would be payable in Aug.

9th Are you not mistaken as to the \$70⁰⁰ is it not a fact that they were due at Aug. pay 1846.

Ans.

S. Bailey & Co has paid me that kind of order at any time some time the day they were ^{given} ~~due~~, but in this instance I expected to wait until Aug. pay day.

10th

What had you paid to S. Bailey & Co for the \$34⁰⁰ that you denominated as the old retains?

Ans.

I have explained in my deposition

the full purport of the old retains.
11th How do you know that Mr
Welsh was the general manager of
J. Bailey & Co in 1896.

Ans

He told me so, he entered up
statements & drew checks and
rendered statements, while he was there.
12 Then do you decline to file the
orders which you denominate
as Mill orders and are claiming
against the defendants \$191⁰⁰

Ans I do not - I have
the order - and am
ready to file them
if required to do so -
I again say there is
nothing in the contract
with J. Bailey & Co
requiring me to
do this - There part
is as to pay me
the full earnings of
the Mill - which
as I understood it
was \$2.00 per thousand
on estimate only

65 cts on retain - when
they have done this and
pay also the \$34⁰⁰ due
on old retain - I will
pay full amount of the
\$191 - and the bal on
outstanding order in the
county - unpaid, as
I learn
and further this
deponent says not

H. C. Richmond

By
Virginia Lee Co to wit -

I do bear a solemn oath
for the County and State aforesaid
to certify that the fore-
going depositions of J. S. B. Richmond
J. B. Yarborough & H. C. J. Richmond
were duly taken sworn to, sub-
scribed to before me, at the time
& place & for the purpose in the Cap-
tion heretofore mentioned -

Given under my hand Nov. 9 1897

O. O. Oland Not.

A. C. T. Richmond.

OS { Depositions
of J. B. Rich-
mond, Garb-
rough & H. J.
Richmond for
plot.

S. Bailey & Co

Filed in
Court March 9.
1897.

A. B. Mansuph

Notary's fee. \$1.50
wit. J. B. Richmond 1.78
J. D. Garbrough 1.78
\$5.06

The deposition of W.T. Shepperson, taken at the law office of Pennington Bros. at Jonesville, Lee Co. Va. on the 9th day of March 1896, by consent of the parties, to be read as evidence on the behalf of the defendant in an action now pending in Chancery, in the Lee County Circuit Court, wherein H.C. Richmond is plaintiff and S. Bailey & Co. are defendants, present representing the plaintiff E.W. Pennington and representing defendant G.W. Kunkelberry, the witness being of lawful age, and duly sworn deposes & says

1st State your age residence and occupation and what connection you have with this action.

Ans. I am 38 years old, reside in Daville Va, and my occupation is that of a lumberman, and I am one of the defendants being the Co. to S. Bailey & Co.

2nd Have you heard Mr Richmond the plaintiff testify in this action about the \$34⁰⁰ which he denominates as the old stain?

Ans. I have.

3rd Does S. Bailey & Co. owe the said H.C. Richmond said \$34⁰⁰ or any

part of same

Ans. They do not.

4th Was there ever any agreement or arrangement, by which the said S. Bailey & Co was to pay said sum of \$34⁰⁰ to the said Prichmond, or did he (Prichmond) in any way ever pay to the said Bailey & Co, anything for said \$34⁰⁰

Ans. There was never ~~never~~ any such arrangement, nor did the said Prichmond ever in any way pay the said S. Bailey & Co anything for said \$34⁰⁰

5th What relation had, had Mr B. G. Welsh with the firm of S. Bailey & Co

Ans. He was employed as book keeper only.

6th Had he (Welsh) any authority to make contract or bind the said S. Bailey & Co in any way,

Ans. He had not.

X Examined.

Ques. 1 Did not your firm send Mr. Welsh to tracing with statements of ^{the} firm's business, ^{and he not} draw checks in payment of demands against

the firm and make settlements
for the firm

Mrs.

she did not come to Ewing with
statements of the firm's business
she ^{did} draw checks and pay bills
with my authority to do so. She
made no settlements for the
firm, he only paid bills.
She did all the clerical work
subject to my approval before
it went out.

Ques. (2)

Was not Mr. Welsh, at Ewing
with statement of accounts, re-
lative to the firm's business
at Ewing?

Mrs.

More than likely that he was;
that was a part of his busi-
ness.

And further this deponent
saith not.

W. S. Shepperson

Virginia Lee Gentry to wit -
I, E. C. Leach, a Notary public
in & for the County & State of for-
said do certify that the fore-
going deposition of W. S. Shep-
person, was duly taken, sworn
to & subscribed before me at
the time & place & for the purposes

in the caption hereto mentioned
Given under my hand this
March 9, 1897.

B. E. Clark N.Y.

Natary fees, \$1.50
paid by S. Bailey No.

N. J. Richmond,
vs { Deposition of
W. J. Shepperson
for debt.

S. Bailey & Co.

Filed in open court
March 9th 1897.

A. B. Munsey Clerk

Virginia Sec co. Court

The foregoing
deposition of J. S. Yarbrough
was taken before me, sworn
to and subscribed by said Yarbrough
in my County aforesaid this
the 30th October 1897

H. C. T. R. Richmond, J. P.

JP 75-
wits 50
\$1.25-

H. C. T. Richmond

vs Depoo

S. Bailey & Co

Received by mailing
good condition and
filed November 1897
A. B. Munnery Clerk

H.C. F. Richmond }
 vs } In Chancery.
 S. Bailey & Co }

The depositions of J. D. Yarbrough taken before me, H.C. F. Richmond, for a notary public in and for Lee County, Virginia, on Oct. 30th, 1897, + between the hours of 8 A.M. and 4 P.M. of that day, at the store-house of H.C. F. Richmond at Towing, Lee County, Va., pursuant to the notice hereto attached, which depositions are to be read in behalf of H.C. F. Richmond, in a certain suit in Chancery, now pending in the Circuit Court for Lee County; wherein said H.C. F. Richmond is Complainant and S. Bailey & Co are defendants.

Present W.H. Pennington for Complainant.

J. D. Yarbrough a witness of lawful age after being duly sworn

deposes as follows:-

Ques. 1st If you know please, state how much of the lumber sawed since Feb. 25th 1896 by you, for S. Bailey & Co. have been shipped since the institution of this suit, Sept 24th 1896.

Ans. in all there has been shipped 107 611 ft of all kinds and on which there was a Retain to be Paid H & H Richmond of 65 cb P thousand ft - on 103839 ft and \$2 65 cb on 3772 ft. Of said 107611 ft 24788 ft there of was shipped in the month of Dec 1896 and the Residual there of was shipped in Feb. March & April 1897 according to my calculations the Retain due for shipments in 1897 amount to \$61.37 cb -

I don't know whether this Retain has been Paid. Said Richmond or not - it has not been Paid to me.

and further this deponent saith not -

J. D. Garbary

The deposition of James S Gorbrough
Taken pursuant to
a subpoena at the store house of H. C. T.
Richmond at Ewing Lee County Va
on the 20th day of November 1896, before
H. C. T. Richmond Junr. a Notary Public
in and for Lee County Va to be read as
evidence on behalf of The Plaintiff in
a suit in chancery now pending in the
Circuit Court of Lee County Virginia
in which H. C. T. Richmond is Plain-
tiff and S Bailey and W. T. Shepperson
partners doing business under the firm
name of S. Bailey & Co. are defendants
Present J. W. Cunningham & C. T. Newsum
of counsel for Plaintiff and
G. W. Samsbury counsel for Defendants
James S Gorbrough a witness intro-
duced by Plaintiff deposes & says.

- 1 Please state your age residence
and occupation.

Ans.

I am thirty years reside at
Ewing Va & am in the saw-
mill-business.

- 2 Please state if you have at any time
been engaged in sawing lumber for
The defendants S Bailey & Co. or

Ewing, when you began, when you
ceased, and The Terms of The contract
under which you did said work.

Ans

I have been engaged in sawing lum-
ber for S. Bailey & Co at Ewing. I began
in June 1895, and have ^{sawed} now for them
since June 1896. In February 1896,
about the 23 or 24th, Mr. Sheffer saw
one of the firm of S. Bailey & Co. Mr
H. C. T. Richmond and myself agreed
that I should go on and saw the timber
of S. Bailey & Co at Ewing, at the price
of \$2.65 per thousand for sawing and
stacking, and that S. Bailey and Co
should pay to H. C. T. Richmond for
said sawing. I mean the earnings of
the mill in said sawing, and that
said Richmond was to pay the run-
ning expenses of said mill, out of
the earnings of said mill. And it was
further agreed that if the mill earned
anything more than running expenses
that said surplus should be divided
between S. Bailey & Co & H. C. T. Richmond
on a debt that Gorbrough & McNabb,
who had before that been ~~sawing~~ running
said saw mill at Ewing owed them.

It was further understood and agreed that Richmond was not to pay out any thing more than the mill earned.

Of the two dollars and sixty five cents \$2.65 was to be paid on the estimate on the 15th of each month for the preceding month and the 65 cents the residue to be paid, was to be paid on the 15th of the month next after the lumber was shipped.

- 3 What do you mean by "estimate" as you use it above, and how were these estimates made.

Ans.

The lumber was stacked, or put on skids and we estimated the amount by counting the stacks and by counting the layers in each stack, and estimating the ~~number~~ number of feet in each layer.

4. How much lumber did you saw, taking your estimates as the guide, from February 25th 1896, to the time you ceased sawing?

Ans.

I do not know exactly, but from estimates returned to me by W. T. Shipman I think about 276,296 feet

- 5 Of this how much has been shipped

Ans.

I think there has been shipped about \$178,000 feet.

I got at this by my estimate of what
Lumber is still on the yard which I esti-
mate at about 98000 feet.

6. Please state anything you may know
of the agreement by Mr. Shepperson
to turn over to Mr. Reekusand. The "old
retain", I mean. The 65 cents per 1000 feet
on lumber sawed by ^{McKabb} ~~the~~ prior to
Febry 25th 1896.

Ans

At the April pay day 1896, there had
been shipped about 52000 feet of the
old stock, which Mr Shepperson showed
on his statement, but did not bring
the money to pay said retain on it,
I asked Mr Shepperson why he
had not brought the money for that,
Mr Shepperson, as well as I remember
said that he would keep that in reserve
that it was likely for some reason
the mill would not make expenses
and I suggested that this was not
right that the proper way was to
square everything up on every pay
day. And Mr Hulek. ~~agreed~~ The
Book Keeper of S Bailey & Co. agreed
with me, and said when he went
back to Middleboro he would send
a check for the amount which was

some \$32.00 to \$34.00 but he never sent said check so far as I know. Mr Shepperson Mr Richmond and Mr Welch and myself were all together when this conversation occurred.

7. Does that 276,296 ft embrace all the sawing done by you for S Bailey & Co. the pay for which was to pass through Mr Richmond's hands if not what else did you saw for them

Ans

I sawed cross ties

- 8 How many cross ties did you saw and at what price per tie

Ans.

I do not remember the number of ties, but the price was 8 cents per tie for all ties sawed at the Mill at Zwiny and $7\frac{1}{2}$ cents per tie for ties sawed at the Mill in the woods. This price includes sawing and loading.

- 9 Where do S Bailey & H. T. Shepperson live

Ans.

I only knew from what they tell me. S. Bailey tells me he lives at Harrisville Pennsylvania. and Mr Shepperson at Riverside Pa.

x

10. I see charged on Mr Richmond against S Bailey & Co. on it was 12 $\frac{1}{4}$ days

\$2.00 amounting to \$24⁵⁰ is this item correct and should it be paid by S Bailey & Co to Mr Richmond?

Ans The item is correct. That item is for my labor at ~~the mill~~ in July 1896, in inspecting lumber for S Bailey & Co. ^{in July 1896} and in July, when we all had some disagreement. Mr Richmond asked ^{me} in presence of Mr Shepman if he Richmond was to have my earnings for inspecting lumber in July. I answered yes Sir, I am owing my my supplies from you Mr Richmond and my earnings are to go to you as heretofore. I do not remember that Mr Shepman took any exception to this or said anything in reply to it.

11. Has Mr Richmond paid or settled this sum with you.

Ans He has given me credit for it, on my account with him.

7th Bros. examined by L.W. Salisbury atty for S. Bailey & Co
Is it not a fact that the settlements under the contract you have mentioned of July 24th 96, was made and that

all was satisfactory with Mr
Richman, including of July pay
96.

Ans. As they were made and satisfactory
except part of retain that has
not been paid.

2 About how much of the retain
at the July pay, was ~~not~~^{unpaid} paid?

Ans. If I remember right it
was about three dollars paid

3rd Do you know how much
retain was due, at the July pay
1896, I mean of the lumber that
had been shipped which had
been sawed under the Contract
of Feb'y 24 "96.

Ans. I don't know without looking
at my books which I will examine
and answer in this question
After examining both, I can say
that there was about \$25.39 due
on retain at the July pay 96.

4th Is it not a fact that a portion
of the lumber, I mean a portion
of the 276,296, was at a less price
than \$2.65 per thousand, if your
answer is yes, state about how
much, it was and at what price.

Ans. I don't know but if there was
it was only about 4000 feet
which was to be at \$1.50 per ft &
no return

5th Have you stated all you know
about the return, which was to
be paid to Richardson out of the
stock known as the old stock.

Sawed prior to February 1896

Ans. I have stated all I remember
just now,

+ 6th Is it not a fact, that J. Bailey
who paid you for the 12 1/4 day
charged in Richardson's account
filed herewith, which labor was
performed by you in inspecting
lumber for J. Bailey & Co. in July 96,

Ans. Yes they have paid me more
than that since that time but
I did not understand it was
for that work.

7th At the conversation you have
referred to about the 12 1/4 day
work, J. Bailey & Co. did not agree
to pay same to H. J. Richardson
did they?

8th I do not remember that

~~148.20~~
9

Mr Shippers making any ans-
+ wer to it.

9th The Contract you have referred
to between yourself, Richman
and S. Bailey & Co. ^{of Feb'y 24th 1896} is it not a
fact that it was & fully
understood, between S. Bailey & Co
& H.C. & Richman, that S. Bailey & Co
was not to be liable for to Mr
Richman, for anything above &
above the earnings of the Mill.

Ans. That was the Contract as I
remember it.

10th Can it be determined, how
much is our Rightwood
under the Contract of Feb'y 24th
1896, until the lumber now on
the yard is measured and
shipped, which has been attacked
by Mr Richman in this action?

Ans. We see it could not, exactly,
and further the depositions say it
not. -- J D Garbrough

Virginia, In County, to wit:
L. H. C. J. Richman for a notary
public, in and for the County

and state aforesaid do certify
that the foregoing deposition
of J. D. Yarbrough was duly
taken, sworn to and subscribed
before me in my County aforesaid
and for the purposes
mentioned in said caption.
Given under my hand this
Nov. 20th 1896

H. C. Richmond Jr. N. D.

Richmond
vs $\frac{3}{3}$ Depts.

J Bailey Treas
Received from H. C. J.
Richmond & the No
before whom taken and
filed Novr 24th 1886
A. B. Munsey Clerk

Atorney's fee 2.25
Witness 50
\$ 2.75
Paid by H. C. J. Richmond

In The Circuit Court for The County of Lee;

H. L. P. Richmond Plaintiffs,

vs.

In Chancery

~~Shepperdson~~
S. Bailey & Co.

Defendants.

This day H. L. P. Richmond

_____ , personally appeared before me, A. B. Muncey,
Clerk of the ~~Circuit~~ Court for the county of Lee, and made affi-
davit that the claim for which the above entitled suit is in-
stituted, ^{is believed to be just -} and that he believes that the said H. L. P.
Richmond is entitled to and ought to recover in the
said suit \$ 543.17 , at least, with interest thereon from
the 15th day of Aug, 1896 till paid, and that to the best
of the affiant's belief, the defendants, S. Baily and W. T. Shepper-
son, who compose the firm of S. Baily and Co. are ~~not~~ residents
of this State and have estate and debts belonging to them, the
said defendants within the said County of Lee, in which this
suit is; and that the said defendants are removing, ^{or about to remove} or have re-
moved their estate or the proceeds of the sale of their proper-
ty, or a materi l part of such estate or proceeds out of this
State, so that process of execution on a judgement obtained by
the ordinary course of law would be unavailing.

H. L. P. Richmond
Subscribed and sworn to before me this the 24th day of Sept,
1896.

A. B. Muncey
Clerk.

H. C. F. Richmond
vs. J. L. Loveth
S. Bailey Sec. -

H. C. F. Richmond

Rich

Oct. 20. 1891

10-43-11

H. C. F. Richmond

H. C. F. Richmond

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 64

Ewing, Va., 7/9/ 1896

H. C. T. RICHMOND,

Pay

Sam. Plumes

35 Dollars
100

in Merchandise, on demand at your store.

\$

35-15 J. Bailey & Co. J. J. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 58

Ewing, Va., 7/7/ 1896

H. C. T. RICHMOND,

Pay Sam. Peters

40 Dollars
100

in Merchandise, on demand at your store.

\$ 4006 2 Bailey & Co. / J. D. G.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 137

Ewing, Va., 7/24/ 1896

H. C. T. RICHMOND,

Pay

Linn Dikman

75

Dollars

100

in Merchandise, on demand at your store.

\$

75-15-8 Bailey & Co / J.D.R.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 71

Ewing, Va.,

7/9/ 1894

H. C. T. RICHMOND,

Pay

George Asriel

10 Dollars

100

in Merchandise, on demand at your store.

\$

1005

S. Bailey & Co. / R. D. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 48

Ewing, Va.,

7/9/ 1894

H. C. T. RICHMOND,

Pay

George Ozell
and Lollar &

15
100

Dollars

in Merchandise, on demand at your store.

\$145.05

J. Bailey & Co. J. D. Dwyer

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 59

Ewing, Va., 7/7/ 1896

H. C. T. RICHMOND,

Pay

George Barril

40 Dollars

100

in Merchandise, on demand at your store.

\$

4005 - 8 Baileys 400 JLD

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 81

Ewing, Va.,

7/10/ 1896

H. C. T. RICHMOND,

Pay

Henry Ward

and Father

100
100

Dollars

in Merchandise, on demand at your store.

\$ 100

S. B. Newman ✓ 8/10/96

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 57

Ewing, Va., 7/7 1896

H. C. T. RICHMOND,

Pay

Henry Warder

40 Dollars

100

in Merchandise, on demand at your store.

\$ 4000 S. B. & Co. J. D. G.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 70

Ewing, Va., 7/9 1896

H. C. T. RICHMOND,

Pay

Henry Warder
and Father & 15 Dollars

100

in Merchandise, on demand at your store.

\$

11500 S Bachy & Co J.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 58

Ewing, Va., 7/11/ 1896

H. C. T. RICHMOND,

Pay

Henry Gardner

80 Dollars
100

in Merchandise, on demand at your store.

\$ 50.05 S. B. Newman & Co. J. D. Dyer

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 114

Ewing, Va.,

7/29 1896

H. C. T. RICHMOND,

Pay

Rile C. C. C. C.

50

Dollars

100

in Merchandise, on demand at your store.

\$

5005-8 Bally & Co.

S. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 124

Ewing, Va., 7/18/ 1896

H. C. T. RICHMOND,

Pay Rich C. Lytle

50 Dollars
100

in Merchandise, on demand at your store.

\$ 50.00 S. Bailey & Co. / J. B.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 102

Ewing, Va., 7/17/ 1894

H. C. T. RICHMOND,

Pay Kyle C. Clifton

10 Dollars

100

in Merchandise, on demand at your store.

\$ 10.00 S. Bailey & Co.

B. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 113

Ewing, Va.,

7/20/

1896

H. C. T. RICHMOND,

Pay

Abel Chipton

and Dollar

100

Dollars

100

in Merchandise, on demand at your store.

\$

100

S. B. Newman & Co.

S. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 121

Ewing, Va.,

7/18/

1896

H. C. T. RICHMOND,

Pay

One Hundred

and No

Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. Bailey & Co. / J. B. Z

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 98

Ewing, Va., 7/17/ 1896

H. C. T. RICHMOND,

Pay

abe Clifton

50 Dollars

100

in Merchandise, on demand at your store.

\$ 50 to S. Bailey & Co. for

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 52

Ewing, Va.,

7/11/ 1896

H. C. T. RICHMOND,

Pay

the Liberator

80 Dollars

100

in Merchandise, on demand at your store.

\$

80.05

S. Bailey & Co. / J. D. Dwy

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 77

Ewing, Va., 7/10/ 1894

H. C. T. RICHMOND,

Pay

Abe Chapman

one dollar 00 Dollars

100

in Merchandise, on demand at your store.

\$100

S. Bailey & Co. J. D. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 54

Ewing, Va., 7/7/ 1896

H. C. T. RICHMOND,

Pay

ah C. Chapman

40 Dollars
100

in Merchandise, on demand at your store.

\$ 40.05 S. Bailey & Co. J. J. Dy

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 44

Ewing, Va., 7/9/ 1894

H. C. T. RICHMOND,

Pay Abe Chapman

one hundred & fifteen 115 Dollars
100

in Merchandise, on demand at your store.

\$ 115-05 - S Bailely & Co / J Dwy

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 92

Ewing, Va.,

7/15/1896

H. C. T. RICHMOND,

Pay

Abe Clifton

65

65
100

Dollars

in Merchandise, on demand at your store.

\$

65.00 S Bailey & Co / J D

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 105

Ewing, Va., 7/17/ 1898

H. C. T. RICHMOND,

Pay Abby Clifton

one Dollar Dollars

100

in Merchandise, on demand at your store.

\$ 100 S Bailey & Co / J B Z

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 143

Ewing, Va.,

7/24/ 1896

H. C. T. RICHMOND,

Pay

Abe Clifton

40 Dollars

100

in Merchandise, on demand at your store.

\$

40.15 - 8 Bailey & Co. J.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 129

Ewing, Va., 7/23/ 1896

H. C. T. RICHMOND,

Pay the B. Lipton

50 Dollars

100

in Merchandise, on demand at your store.

\$ 5000 B. Lipton & Co. / J. L. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 152

Ewing, Va.,

7/25/

189

6

H. C. T. RICHMOND,

Pay

one dollar

75

Dollars

100

in Merchandise, on demand at your store.

\$

75-15-8 Bailey & Co. / R. B. Newman & Co.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 136

Ewing, Va., 7/24/ 1898

H. C. T. RICHMOND,

Pay Sam Lallie

75 Dollars
100

in Merchandise, on demand at your store.

\$ 75-05 S. Bailey & Co. / B. L.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 131

Ewing, Va., 7/23/ 1896

H. C. T. RICHMOND,

Pay

crats grey

35

Dollars

100

in Merchandise, on demand at your store.

\$

35-25 80 Bait & 6/8 1/2

$$\begin{array}{r}
 63 \\
 55 \\
 \hline
 118
 \end{array}$$

$$\begin{array}{r}
 25 \\
 125 \\
 \hline
 305
 \end{array}$$

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 175

Ewing, Va.,

7/29/ 1896

H. C. T. RICHMOND,

Pay

cash grey

40

Dollars

100

in Merchandise, on demand at your store.

\$

4000 S. Bailey & Co. / J. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 60

Ewing, Va.,

7/7/ 1894

H. C. T. RICHMOND,

Pay

Wm. Gray

40 Dollars

100

in Merchandise, on demand at your store.

\$

400 to S. Barby & Co. J.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 74

Ewing, Va., 7/9/ 1896

H. C. T. RICHMOND,

Pay

crab grey

35 Dollars

100

in Merchandise, on demand at your store.

\$ 35.05

J. Barb & Co / J. B.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 139

Ewing, Va.,

7/24/ 1896

H. C. T. RICHMOND,

Pay

Math grey

90

Dollars

100

in Merchandise, on demand at your store.

\$

90.15 - 8 Baileys & Co. Ld.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 740

Ewing, Va., 7/24/ 1896

H. C. T. RICHMOND,

Pay John S. Mahood

75 Dollars
100

in Merchandise, on demand at your store.

\$ 7500-8 Bailey & Co. L.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 127

Ewing, Va.,

7/23/ 1894

H. C. T. RICHMOND,

Pay

John D. Mahood

85

Dollars

100

in Merchandise, on demand at your store.

\$

85.00 S. Bailey & Co. / J. S.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 114

Ewing, Va.,

7/20/ 1896

H. C. T. RICHMOND,

Pay

John Smahood

one dollar

Dollars

100

in Merchandise, on demand at your store.

\$

100

S Bach & Co J D

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 97

Ewing, Va., 7/17/ 1897

H. C. T. RICHMOND,

Pay Lahn Smalwood

50 Dollars
100

in Merchandise, on demand at your store,

\$ 5000 J. Baugh & Co. J. D. Y

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 91

Ewing, Va.,

7/157 189 9

H. C. T. RICHMOND,

Pay

John Smalwood

65 Dollars

100

in Merchandise, on demand at your store.

\$ 65 00 J. Bailey & Co / J. J. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 57

Ewing, Va.,

7/11/ 1894

H. C. T. RICHMOND,

Pay

Jahn Smahood

88 Dollars

100

in Merchandise, on demand at your store.

\$

8005 S Baile & Co / J.Dy

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 41

Ewing, Va., 7/7/ 1896

H. C. T. RICHMOND,

Pay

Jabin Smalwood

40 Dollars

100

in Merchandise, on demand at your store.

\$

4005 S. B. Bailey & Co. J. D. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 50

Ewing, Va., 7/10/ 1894

H. C. T. RICHMOND,

Pay Jahm Smahood

and Yalla 100 Dollars

in Merchandise, on demand at your store.

\$ 100 S. B. Newman & Co. J. B. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 69

Ewing, Va.,

7/9/ 1896

H. C. T. RICHMOND,

Pay

John Smalwood
one dollar & 15 Dollars

100

in Merchandise, on demand at your store.

\$ 115.00

J. B. Bailey & Co. / J. B. Bailey

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 706

Ewing, Va., 7/17/ 1896

H. C. T. RICHMOND,

Pay

John Smalwood
one Dollar

Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. Bailey & Co. J. D. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 147

Ewing, Va., 7/28 1894

H. C. T. RICHMOND,

Pay John Ingham

40 Dollars
100

in Merchandise, on demand at your store.

\$ 40 00 - 8 Bailey & Co / J. L. J.

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 750

Ewing, Va.,

7/25 1898

H. C. T. RICHMOND,

Pay

John Smallwood

95 Dollars

100

in Merchandise, on demand at your store.

\$

95.45 Bailey & Co / J. D. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 138

Ewing, Va., 7/24/ 1896

H. C. T. RICHMOND,

Pay

John Dikman

73 Dollars

100

in Merchandise, on demand at your store.

\$

7505 8 Bailey & Co. D.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 147

Ewing, Va., 7/7/ 1896

H. C. T. RICHMOND,

Pay John Dehman

15 Dollars

100

in Merchandise, on demand at your store.

\$ 15 00 S Bailey & Co

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 145

Ewing, Va., 7/24/ 1896

H. C. T. RICHMOND,

Pay

Rile Morgan

60 Dollars

100

in Merchandise, on demand at your store.

\$

6065-8 Bailey & Co. J.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 155

Ewing, Va., 7/25/ 1898

H. C. T. RICHMOND,

Pay Rile Morgan

75 Dollars
100

in Merchandise, on demand at your store.

\$ 75 00 8 Baileys Co / J B

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 149

Ewing, Va.,

7/28/ 1896

H. C. T. RICHMOND,

Pay

Rile Morgan

40 Dollars

100

in Merchandise, on demand at your store.

\$

40.05 8 Bailey & Co J.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 163

Ewing, Va., 7/27/ 1894

H. C. T. RICHMOND,

Pay Rile Morgan

90 Dollars
100

in Merchandise, on demand at your store.

\$ 90 05 J. Baily & Co. / J. L. B.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 135

Ewing, Va.,

7/23/ 189

H. C. T. RICHMOND,

Pay

Rile Morgan

50 Dollars

100

in Merchandise, on demand at your store.

\$

5006 803aich & Co J L

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 53 Ewing, Va., 7/7 1894

H. C. T. RICHMOND,

Pay Leonard Lundy

40 Dollars
100

in Merchandise, on demand at your store.

\$ 40.00 J. B. Bach & Co. J. B. Lundy

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 90, Ewing, Va., 7/15 1894

H. C. T. RICHMOND,

Pay Leonard Lundy
65 Dollars

100

in Merchandise, on demand at your store.

\$ 65.00 S. Bailey & Co / J. D. G.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 104

Ewing, Va., 7/17/ 1896

H. C. T. RICHMOND,

Pay

Leonard Ledy
and Dader

Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. Bailey & Co. J. L. Ledy

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 178 Ewing, Va., 7/29/ 1896

H. C. T. RICHMOND,

Pay

Leonard Ludy

40 Dollars

100

in Merchandise, on demand at your store.

\$

4006

S. Bailey & Co. Ld.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 166 Ewing, Va., 7/28 1896

H. C. T. RICHMOND,

Pay Leonard Luby

40 Dollars
100

in Merchandise, on demand at your store.

\$ 40 05 S. B. Newman & Co.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 126

Ewing, Va., 7/23/ 1896

H. C. T. RICHMOND,

Pay

Leonard Ludy

85

Dollars

100

in Merchandise, on demand at your store.

\$

85-05 S Bailey & Co / J B Z

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 112 • Ewing, Va., 7/18/ 1894

H. C. T. RICHMOND,

Pay Linard Luedy

one Dollar 200 Dollars

100

in Merchandise, on demand at your store.

\$ 100 S. B. Newman & Co.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 120

Ewing, Va.,

7/18/

189

H. C. T. RICHMOND,

Pay

Leonard Ludy

one dollar

Dollars

100

in Merchandise, on demand at your store.

\$

100

J. Bailey & Co / J. J. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 96

Ewing, Va., 7/19/ 1896

H. C. T. RICHMOND,

Pay Edward Ludy

50 Dollars

100

in Merchandise, on demand at your store.

\$ 50.00 S Baileys & Co JLD

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 84 Ewing, Va., 7/11/ 1894

H. C. T. RICHMOND,

Pay Leonard Ludy

80 Dollars
100

in Merchandise, on demand at your store.

\$ 5005 S Baile & Co J D G

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 74

Ewing, Va.,

7/10/

1896

H. C. T. RICHMOND,

Pay

James Leidy

and Walter

100

Dollars

100

in Merchandise, on demand at your store.

\$100

S. Bailey & Co. J.B.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 156

Ewing, Va.,

7/27/ 1896

H. C. T. RICHMOND,

Pay

Leonard Ludy

90

Dollars

100

in Merchandise, on demand at your store.

\$

90.05

8 Bailey & Co. / H. P.

$$\begin{array}{r} 178 \\ 90 \\ \hline 88 \end{array}$$

101101

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 149

Ewing, Va.,

7/25 1896

H. C. T. RICHMOND,

Pay

Leonard Ludy

75

Dollars

100

in Merchandise, on demand at your store.

\$

75/15 \$ Bailey & Co / J.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 140

Ewing, Va., 7/24/ 1896

H. C. T. RICHMOND,

Pay

Leonard Ludwig

60 Dollars

100

in Merchandise, on demand at your store.

\$

6005 SPaulys & J By

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 55 Ewing, Va., 7/7/ 1894

H. C. T. RICHMOND,

Pay Lammell McVahl

140 Dollars
100

in Merchandise, on demand at your store.

\$ 14005 J. Bailey & Co. Dy

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 125

Ewing, Va.,

7/21/ 1898

H. C. T. RICHMOND,

Pay

Lam McVahl

20 Dollars

100

in Merchandise, on demand at your store.

\$

20.05 S Bailey & Co JH

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 99

Ewing, Va.,

7/17/

1899

H. C. T. RICHMOND,

Pay

Lam McCall

35

Dollars

100

in Merchandise, on demand at your store.

\$

35⁰⁰ 8 Bailey & Co. N.Y.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 85-

Ewing, Va., 7/11/ 1894

H. C. T. RICHMOND,

Pay Two Hundred

50 Dollars

100

in Merchandise, on demand at your store.

\$ 5005 S. Bailey & Co. J. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 123

Ewing, Va.,

7/18/ 1896

H. C. T. RICHMOND,

Pay

One Hundred

and Dollar

Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. Bailey & Co. / J. B. J.

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 107

Ewing, Va., 7/17/ 1896

H. C. T. RICHMOND,

Pay

Sam McVatt

and Dollar

Dollars

100

in Merchandise, on demand at your store.

\$ 100

S Baile & Co

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 118

Ewing, Va., 7/20/ 1896

H. C. T. RICHMOND,

Pay

Lane Marahh
and hollar

Dollars

100

in Merchandise, on demand at your store.

\$

100

S. B. Newby & Co. / J. B. /

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 79

Ewing, Va.,

7/10/

189

H. C. T. RICHMOND,

Pay

One Hundred

and no

Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. Bailey & Co. J. J. J.

STATEMENT.

M

July 7

1896

J. Barley & Co

IN ACCOUNT WITH

H C Richmond

	1	Nails				5-
20	2	50	5			10
23	2	1/4 blue Nail	10			10

S. Bailey & Co

5-

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 62

Ewing, Va., 7/7/ 1894

H. C. T. RICHMOND,

Pay \$ J Smalwood

20 Dollars
100

in Merchandise, on demand at your store.

\$ 2000 J Bachy & Co) J D

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 128

Ewing, Va., 7/23/ 1894

H. C. T. RICHMOND,

Pay

Jim Morgan

85

Dollars

100

in Merchandise, on demand at your store.

\$

85.00 - 8 Bails x 10/100

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 119

Ewing, Va., 7/20 1896

H. C. T. RICHMOND,

Pay

Jim Morgan

50

Dollars

100

in Merchandise, on demand at your store.

\$50.00 - S. Bailey & Co. P.D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 56

Ewing, Va., 7/7/ 1896

H. C. T. RICHMOND,

Pay

Miss Margaret

30

Dollars

100

in Merchandise, on demand at your store.

\$

3005 & Bailey & Co. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 86

Ewing, Va.,

7/11/ 1896

H. C. T. RICHMOND,

Pay

Jim Morgan

80 Dollars

100

in Merchandise, on demand at your store.

\$ 80.00 S. Bailey & Co. Cash

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 78

Ewing, Va., 7/10/ 1898

H. C. T. RICHMOND,

Pay

Jim Morgan
and Lollar ¹⁰⁰ Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. Barker & Co / J. D. Dyer

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 65

Ewing, Va., 7/9 / 1898

H. C. T. RICHMOND,

Pay Jim Morgan

20 Dollars
100

in Merchandise, on demand at your store.

\$ 20.00

S. Bailey & Co / J. D. G.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 148

Ewing, Va., 7/28 1896

H. C. T. RICHMOND,

Pay Jim Morgan

40 Dollars

100

in Merchandise, on demand at your store.

\$ 40.05 8 Bailey & Co. J. L.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 177

Ewing, Va., 7/29/ 1896

H. C. T. RICHMOND,

Pay

Linn Morgan

40

Dollars

100

in Merchandise, on demand at your store.

\$

40 cts S Bailey & Co / J D

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 158

Ewing, Va., 7/27 1894

H. C. T. RICHMOND,

Pay Jim Morgan

90 Dollars

100

in Merchandise, on demand at your store.

\$ 9000

S. Bailey & Co / J. D. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 157

Ewing, Va., 7/25 1894

H. C. T. RICHMOND,

Pay Jimm Morgan

75 Dollars

100

in Merchandise, on demand at your store.

\$ 75-05

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 144.

Ewing, Va.,

7/27/ 1896

H. C. T. RICHMOND,

Pay

Jim Morgan

60 Dollars

100

in Merchandise, on demand at your store.

\$

6005 80 Bailey & Co/ J D

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 117

Ewing, Va.,

7/29

1896

H. C. T. RICHMOND,

Pay

the Merch

and Dollar

Dollars

100

in Merchandise, on demand at your store.

\$

100

S Barbey & Co J D

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 101

Ewing, Va.,

7/17/ 1896

H. C. T. RICHMOND,

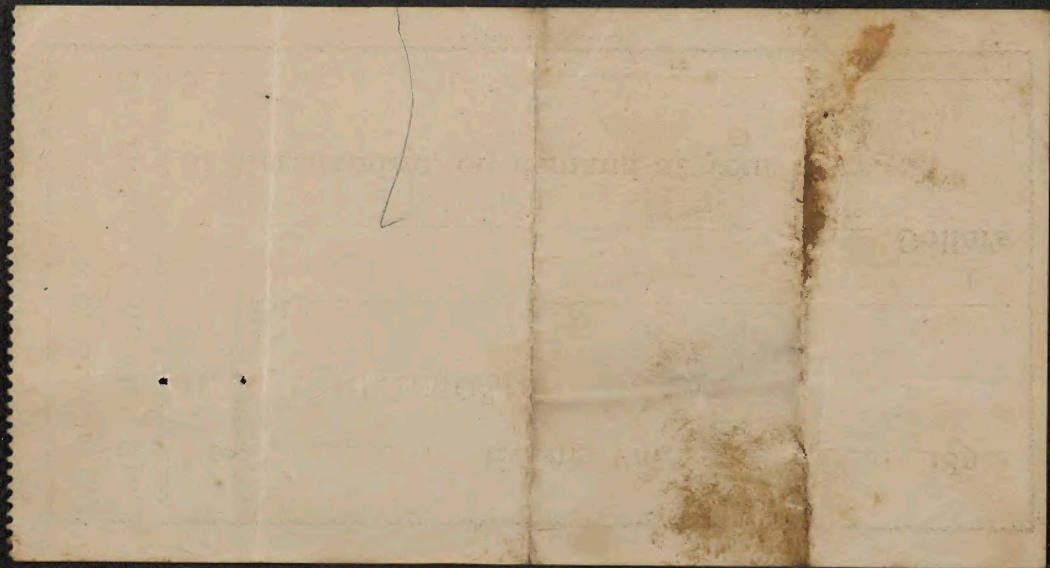
Pay

Die McVahl

35 Dollars
100

in Merchandise, on demand at your store.

\$ 35-05 S. Bailey & Co. / J. D. Z.



H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 89

Ewing, Va., 7/9/ 1894

H. C. T. RICHMOND,

Pay

Five McVabb

20 Dollars

100

in Merchandise, on demand at your store.

\$ 20005 S Bailey & Co / J L B

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 95

Ewing, Va.,

7/15/ 1896

H. C. T. RICHMOND,

Pay

Five McVahl

65 Dollars

100

in Merchandise, on demand at your store.

\$ 65.00 8 Baity & Co) J. D. D.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 73

Ewing, Va.,

7/9/ 1896

H. C. T. RICHMOND,

Pay

Pic Morahh

35

Dollars

100

in Merchandise, on demand at your store.

\$

35-15

S Baile & Co. Lbrs

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 133

Ewing, Va.,

7/23/ 1896

H. C. T. RICHMOND,

Pay Five M^{rs} A. H. H.

55 Dollars

100

in Merchandise, on demand at your store.

\$ 55.65

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 144

Ewing, Va.,

7/28/ 1896

H. C. T. RICHMOND,

Pay Five dollars

40 Dollars

100

in Merchandise, on demand at your store.

\$ 40 05 J. Bailey & Co. / J. S.

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 162

Ewing, Va.,

7/27 1896

H. C. T. RICHMOND,

Pay

Five hundred

90

Dollars

100

in Merchandise, on demand at your store.

\$

90 65 8 Bach & Co

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 154

Ewing, Va.,

7/25 1894

H. C. T. RICHMOND,

Pay

Five Months

75 Dollars

100

in Merchandise, on demand at your store.

\$

75.00 J. Bailey & Co. J. J. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 103

Ewing, Va.,

7/17/ 1896

H. C. T. RICHMOND,

Pay

Bill James

30

Dollars

100

in Merchandise, on demand at your store.

\$

30 05 S Bailey & Co / J. D. G.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 75

Ewing, Va.,

7/9/

1896

H. C. T. RICHMOND,

Pay

Will Tammis

20

Dollars

100

in Merchandise, on demand at your store.

\$ 2005

S. Bailey & Co. / J. B. /

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 115

Ewing, Va.,

7/18

1896

H. C. T. RICHMOND,

Pay

Will Davis

50 Dollars

100

in Merchandise, on demand at your store.

\$

5005 J. Bailey & Co. J. L.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 169

Ewing, Va.,

7/17/ 1896

H. C. T. RICHMOND,

Pay

Will Davis

one dollar

Dollars

100

in Merchandise, on demand at your store.

\$ 100

J Bailey & Co

In the Clerk's Office of the Circuit Court of the County of
Lee

H. L. T. Richmond

Plaintiff

against

In Chancery

S. Bailey & W. T. Shepperson Defendant

This day H. L. T. Richmond personally appeared
before me, A. B. Munsey Clerk of the said Court,
and being duly sworn, made oath that S. Bailey & W. T. Shepperson

defendants in the said suit are not residents of the State of Virginia,

Given under my hand has Clerk of the said Court, this

24th day of September

A. B. Munsey Clerk

1896

H. L. Richmond

vs.

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

J. Bailey & Co

Filed Sept 24th 1896
A. B. Munnery clk

p. q.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 24th day of September 1896.

H. C. T. Richmond
against

Plaintiff

In Chancery

S Bailey & W. T. Shepperson

Defendant.

The object of this suit is to collect from the defendants S Bailey and W. T. Shepperson partners trading under the firm name and style of S Bailey & Co the sum of \$634.17 and to attach for that purpose the estate of the said S Bailey & Co situate in Lee County Va and subject the same or enough thereof to pay said debt interest & the costs of this suit

And an affidavit having been made and filed that the defendant S Bailey & W. T. Shepperson

are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South West Virginia, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros. Duncan & Hyatt
p. q.

A. B. Munsey Clerk.

A. L. T. Richmond

VS.

ORDER
OF
PUBLICATION.

S. Bailey & Co

I A. B. Munsey Clerk of the Circuit Court for Lee Co Va
do hereby certify that I posted a copy of the within order of publication at the front door of the Court house of Lee County Va on the 1st day of the Oct term 1896. Given under my hand this the 20th day of Oct 1896
A. B. Munsey Clerk

Lee county court.
H.C.T.Richmon.----- Plaintiff.

VS.) Notice to take deposition of B. J. Welch.
S.Bailey and Co.----- Defendants.

The plaintiff H .C.T.Richmon, is hereby notified, that
the defendant S.Bailey and Co, will on the 17th day of
September 1896, at the office of John W.Farnsworth on Mill
Strret, in the city of Danville and state of Pennsylvania
between the hours of eight OclockA.M. and 5 Oclock P.M of
said day , proceed to take the deposition of Benjamin G
Welch, same to be read as evidence upon the trial of the
above cause on behalf of the defendant, you may be present
and cross-examine said witness if you wish.

~~GIVE XXXXXX~~

This the 10th day of Sept. 1896.

GW Saulsbury

Attorney for S.Bailey and Co.

Executed theabove notice by giving a true
copy of same to H.C.T.Richmon, the plaintiff in the above
styled action, this the // day of September 1896.

To A.L.Pridemore, as attorney for S.Baily and Co., of Danville
Pa.:-

You are hereby notified that on the 30th day of October
1897, at the store house of H.C.T.Richmond at Ewing in Lee Couty
Va., between the hours of 8 A.M. and 4 P.M. I will proceed to
take the deposition of J.D.Yarborough and others, which when
taken is intended to reas as evidence in my behalf in a certain
suit in chancery pending in the circuit court for Lee County
wherein I am plaintiff ~~and you are defendant~~ and the said S.
Baily and Company are defendants, and if from any cause the
taking of the said depositions be not taken on that day, or if
commenced be not concluded, the taking thereof will be adjourned
from time to time at the same place and between the same hours
untill the same shall be at length completed.

October 18, 1897.

H.C.T. Richmond

By J. B. S. C. S. Muncie

his Attys.

Virginia, Lee County, To-wit:-

This day C.E. Pennington personally appeared before me and
made oath that he delivered a copy of the foregoing notice to
A.L.Pridemore on the 26th day of October, 1897.

A.B. Muncie

Clerk of the Circuit Court for Lee County.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon S. Bailey and W. T. Shepperson, partners

in trade under the style and firm name of S. Bailey and Co.,

to appear at the Clerk's Office of the Circuit Court of the County of Lee

at the rules to be held for the said Court on the first Monday in October, 189

to answer a bill in Chancery, exhibited against them in our said Court by

H. C. T. Richmond,

And have then there this writ. Witness P. Muncy, Clerk of our said

Court, at the court-house, the 24th day of September 1896, and in the 121 year
of the Commonwealth.

A. B. Muncy Clerk

The plaintiff in this suit having made affidavit as required by law, at his requisition the officer to whom this writ is directed is hereby ordered to attach the estate of the defendants, S. Bailey and W. T. Shepperson, partners in trade under the firm name of S. Bailey and Co., or so much thereof as may be necessary to satisfy the amount of \$543.17 and interest claimed in this suit, and the subject to keep to answer the future order of the court.

Teste: -

A. B. Munsey Clerk.

Form No. 300.

H. C. T. Richmond, Plaintiff,

SUBPOENA
IN
CHANCERY.

U.S.

S. Bailey and Co., Defendants.

D. & H., and P. Bros. p. q.

To 1st October Rules

Circuit Court Court.

Executed on the 24th day of September 1896 by delivery
an office copy of the within Spa and attachment to
W. T. Shepperson as manager of the firm of S. Bailey & Co
and further executed on the 25th day of September 1896
at 7.30 A.M. by carrying on 25 stacks of Poplar lumber
18 stacks of oak lumber 12 stacks of chestnut lumber
and a lot of cull lumber all estimated as aggregating
100,000 feet ^{the property of S. Bailey & Co in possession of W. T. Shepperson} and all on the lumber and Saw yards of
S. Bailey & Co at Swamy Virginia This levy is subject
to a former levy in favor of Hampton & Switzer, Nat
executed on S. Bailey & Co not found in my County
This 25th day of September 1896. W. P. Weston J.L.

The Commonwealth of Virginia,

To the *Sheriff* of the *County* of *Lee*, Greeting:

WE COMMAND YOU, That you summon *S. Bailey and W. T. Shepperson,*
partners in trade under the style and firm
name of S. Bailey & Co.

to appear at the Clerk's Office of the *Circuit* Court of the *County* of *Lee*
at the rules to be held for the said Court on the *1st* Monday in *October*, 189*6*,
to answer a bill in Chancery, exhibited against *Them* in our said Court by *H. C. T.*
Richmond

And have then there this writ, Witness, *A. B. Munsey* Clerk of our said
Court, at the court-house, the *24th* day of *Sept.* 189*6*, and in the *12th* year
of the Commonwealth.

A. B. Munsey Clerk

The plaintiff in this suit having made affidavit as re-
quire by law, at his requisition, the officer to whom this writ
directed is hereby ordered to attach the estate of the defendants,
S. Bailey and W. T. Shepperson, or so much thereof as may be necessary
to satisfy the amount of \$243.70, and interest claimed in this
suit, and the subject to keep to answer the future order of the
court.

Teste:

A. B. Munsey

Clerk.

Form No. 300.

SUBPOENA
IN
CHANCERY.

vs.

p. q.

Rules

Court.

To

Pleffs Costs

Clerk 9.63
 Tax 1.50
 Shff 1.50
 atty 15.00
 Printer 6.00
 R. No 2.75
 C No 1.50
 wto 4.06

\$41.44

Pleffs accumulated Costs

Clerk 2.91
 C.P. 75
 wto 50

\$41.44

H. C. T. Richardson

vs Bill

S. Bailey & Co

1896 1st Oct rules bill fil & pa 2d
 as to H. T. Shepperson & D. N
 + O.P. for non resident
 " 2nd Oct rules & N Confd
 + Contd for O.P. to Complete
 as to non resident
 " 1st Nov rules taken the
 last Monday in Oct O.P.
 Complete & Cause set for
 hearing

1896 Nov term Court
 1897 March term Court
 Chy O.B. 4 P 570.

Pleffs costs

Clerk 9.63
 Tax 1.50
 Shff 1.50
 atty 15.00
 Printer 6.00
 R. No 2.75
 C No 1.50
 wto 4.06

\$41.44

Defts Costs

C .80

Nov term 1897 Decree
 final see Chy O.B.
 No 6 P 62

107.61

508.05

480.6

74.71

125.99

16.05

142.04

101.03

48.96

703.83